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24 L. Ed. 251. Therefore the rights of the wife under the policy during the original term are clearly not affected by the divorce. But the case is novel in determining the rights of a beneficiary, whose insurable interest has been extinguished, upon the renewal of a policy according to its terms. The court held that the renewal of the policy by a rider was a continuation of the contract for another period of 10 years and that although the beneficiary had no insurable interest at the time of the renewal her interest at the time of the inception of the contract was sufficient to support her rights throughout the term of the renewal.

LIBEL AND SLANDER—PRIVILEGED COMMUNICATIONS—JUDICIAL PROCEEDINGS.—Defendant published a report that plaintiff had been indicted by a grand jury when in fact the person indicted was another of the same name. The mistake as to the identity was an honest one, there was no negligence on the part of defendant, the report of the grand jury proceedings was a fair one, and there was no malice on the part of the defendant. *Held*, that defendant was liable in an action for libel notwithstanding the circumstances enumerated above. *Sweet v. Post Publishing Co.* (Mass. 1913) 102 N. E. 660.

It is an established rule that malice must be shown in the case of qualifiedly privileged communications, at least between private persons, where the privilege is granted because of mutual interest or a duty to disclose. *Coogler v. Rhodes*, 38 Fla. 240, 21 So. 109, 62 Am. St. Rep. 675; *Bearce v. Bass*, 88 Me. 521, 34 Atl. 411, 51 Am. St. Rep. 446; *Casset v. Gilbert*, 6 Gray (Mass.) 94. The principal case admits this but declares that the privilege attaching to reports of judicial proceedings rests upon a different ground. But that conclusion does not necessarily follow. Reports of judicial proceedings are privileged because it is to the interest of the community to know how justice is administered. *Cowley v. Pulsifer*, 137 Mass. 392, 50 Am. Rep. 318. It is sufficient to confer the privilege that the matter is of public interest to the community. *Kelly v. Tingling*, L. R. 1 Q. B. 699; *Palmer v. Concord*, 48 N. H. 211. So it would really seem that both sorts of privilege are based on interest. Such is the reasoning of the cases holding that where there is inaccuracy in the published statement it is the right of the defendant to show that there was no malice and that reasonable care was used, and that the inaccuracy arose notwithstanding it. *O'Connell v. Boston Herald Co.*, 129 Fed. 839; *Douglas v. Daisley*, 114 Fed. 628; 52 C. C. A. 324, 57 L. R. A. 475; *Belo v. Lacy* (Tex. Civ. App.) 111 S. W. 215; *Ferber v. Gazette & Bulletin Pub. Assn.*, 212 Pa. 367, 61 Atl. 939; *Briggs v. Garnett*, 111 Pa. 404, 56 Am. Rep. 274; *Bearce v. Bass*, supra; *Coleman v. MacLennan*, 78 Kan. 711, 98 Pac. 281, 7 MICH. L. REV. 351. *Park v. Detroit Free Press Co.*, 72 Mich. 560, 40 N. W. 731, 1 L. R. A. 599, 16 Am. St. Rep. 544, apparently holds with the principal case, but can be differentiated, as the publication was not privileged in the first instance.

MASTER AND SERVANT—PAYMENT OF WAGES OF DISCHARGED EMPLOYEE.—The South Carolina Civil Code, 1912, § 3812 provides that, when a corporation shall discharge a laborer whose wages are paid monthly or weekly on a fixed day beyond the end of the month or week in which the labor is per-